

**U. S. Department of Homeland Security
Science & Technology Directorate
BAA 10-18**



**Broad Agency Announcement
for the project**

“First Responder Coping Mechanisms for PTSD”

Please address all questions to:
BAA10-18@hq.dhs.gov

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1. Introduction.

1.1. Background.

The U.S. Department of Homeland Security (DHS) is committed to using cutting-edge science and technology, and scientific talent to make America safer. The DHS Science and Technology Directorate (S&T) is tasked with researching and organizing the scientific, engineering, and technological resources of the United States and leveraging these resources into capabilities to help protect the homeland. The Human Factors and Behavioral Sciences Division (HF/BSD) within S&T applies the social and behavioral sciences to improve the detection, analysis, and understanding of threats posed by individuals, groups, and radical movements; to support the preparedness, response, and recovery of communities impacted by catastrophic events; and to advance homeland security technologies by integrating human factors into homeland security technologies.

This project will conduct basic research, starting with a pilot study, directed toward identifying and understanding coping mechanisms among First Responders against the effects of Post Traumatic Stress Disorder (PTSD). The study aims to increase personal resilience and reduce the occurrence and impact of Post-Traumatic Stress Disorder within the First Responder community. The research approach will involve evaluating First Responders using both quantitative and qualitative methods to identify psychosocial, lifestyle, environmental, and motivational factors that may contribute to successful adjustment to and management of the stresses of their profession. For purposes of this study, First Responders are defined as individuals (male or female) who serve either in paid professional positions or as volunteers in such professions as law enforcement, emergency medical services, fire fighting, security services, and emergency management. This project will also identify community factors that potentially contribute to the successful transition of First Responders to their non-professional (personal) lives and lessen the effects of job-related stress and PTSD.

This research effort of the Science and Technology Directorate's Human Factors and Behavioral Sciences Division (HF/BSD) is coordinated with the DHS Office of Health Affairs and the USNORTHCOM Office of the Chief Surgeon. USNORTHCOM launched an initial study in early 2009 (separately funded) to investigate psychosocial resiliency and recovery processes among Army National Guard soldiers who had been deployed in Operation Iraqi Freedom (OIF) and Operation Enduring Freedom (OEF). This current study will investigate psychosocial resiliency and recovery processes among First Responders and will additionally identify those First Responders who serve in National Guard or Reserve units and have been deployed in Operation Iraqi Freedom (OIF) and Operation Enduring Freedom (OEF). Results from this study will be compared with results emerging from the USNORTHCOM study.

There has been a considerable amount of study in Post Traumatic Stress Disorder among combat veterans, trauma victims and, more recently, among First Responders involved in catastrophic disaster response. However, the vast majority of those studies have been directed at examining and treating personnel suffering from PTSD and related symptoms. There has

been relatively little study devoted to personnel who—though having been exposed to the same stresses and potential psychological trauma—nevertheless exhibit few of the symptoms indicative of PTSD, and are capable of promptly returning to duty with no ill effects in their personal lives. Additionally, little focus has been given to community factors that contribute to the successful integration or reintegration of First Responders in the communities where they live, and which could potentially lessen the effects of job-related stress and PTSD.

Given the continuous stressors that First Responders face—and the impact on their units and community when they are unavailable for duty—there is need for dedicated research on First Responders who seem capable of managing the stress of their positions, as well as on those First Responders who show evidence of or suffer from PTSD. This research may identify possible coping mechanisms—whether innate, through training, unit cohesion, supportive communities, or other sources—that would enable First Responders to continue in service and maintain personal balance. This study will interview First Responders with a special focus on identifying those who have not reported PTSD symptoms, or for whom routine counselling and minimal treatment have proven sufficient for managing their stress.

This initial research effort will form the basis for broader study of stress management and PTSD within the First Responder community. In addition to serving as an initial basis for research, this project aims to identify a research approach that might efficiently gather data to support a longitudinal study among First Responders, and to identify (1) individual coping mechanisms that contribute to personal resilience against job-related stress, including the frequent exposure to trauma of the sort that induces PTSD in some people; and (2) specific resilience factors within local communities that might be of value in mitigating job-related stressors within the First Responder professions. The study will further attempt to differentiate between the kinds and degrees of stressors that affect the various First Responder communities (i.e., firefighters; law enforcement officers; emergency medical personnel; emergency management). Given the prevalence of First Responders who are also members of the National Guard and Reserve, this study could also inform future personnel policies for National Guard and Reserves before, during and after disasters and aid the military in reintegrating combat veterans into First Responder positions that they held before being activated.

In addition, this study will directly respond to the psychological health care needs and quality of life of First Responders and their families. The findings from this study will explore preventive approaches to build on the strengths identified in First Responders who have successfully adjusted and continue to serve—including those members of the First Responder community who are members of the National Guard or Reserves and who continue to perform their stateside duties after returning from overseas assignments or deployments with their military units. The findings can also help prevent the first-time occurrence of PTSD in other First Responders who may be at risk, but have not yet been diagnosed with psychological disorder or functional impairment. Findings that identify positive coping skills and constructive familial and community dynamics can potentially (1) serve as protective factors against PTSD for First Responders; (2) enhance the health of marital relationships and quality of family life overall; and (3) add to the overall knowledge base of PTSD treatment while possibly enhancing existing treatment modalities for patients currently

suffering from the effects of PTSD. Additionally, on a larger scale and long-term basis, coping mechanisms may be replicable and trained to First Responders and leadership to help individuals better prepare themselves and their families to cope with the stressors associated with these professions. All of these responses will help to decrease needs for mental health care and protect the civic asset represented by the First Responder community. Finally this research project will coordinate with research being conducted by USNORTHCOM on susceptibility and resilience to PTSD among combat veterans and may shed light on problems being confronted by the National Guard and Reserves.

1.2. Qualifications and selection of research teams

The study will identify a group of First Responders and conduct both qualitative and quantitative assessments of their experiences in dealing with or managing work related stress. From among those studied, a subsample will be identified comprised of First Responders who also serve in the National Guard or Reserves and who have deployed to Operation Iraqi Freedom and/or Operation Enduring Freedom. For this aspect of the project, coordination with the USNORTHCOM Surgeon General Mental Health Team will be required.

Researchers selected for this project shall as a team have proven experience and expertise in:

- The conceptual understanding of psychological resilience during and after trauma and the internal and environmental factors that aid or hinder recovery and reintegration after exposure to traumatic events;
- Conducting research on human subjects (including obtaining Institutional Review Board (IRB) approval) with both quantitative and qualitative methods;
- Survey methodology, sampling and data collection;
- Data analysis with both quantitative and qualitative data sets, including proficiency in current analytic software programs (e.g., SPSS, NVivo, SAS)
- Results dissemination through academic publishing channels, scientific and other professional meetings, other training and education settings.

Complete biographies and/or curricula vitae of all performers are to be submitted with the proposals demonstrating the professional knowledge and experience identified above.

1.3. Scope of Work.

This Scope of Work describes a two-year research effort. The research approach and project management plan are at the discretion of the proposing research team and are to be described in detail in the proposal. Proposals will specify the anticipated survey populations—to include the proposed size of those populations—for both quantitative and qualitative approaches and explain limitations anticipated on data collection and analysis based on those populations.

The specific objective of this project is to develop research methodologies and survey instruments and tools with sufficient sensitivity to discriminate factors that contribute to or

mitigate against the development of Post-Traumatic Stress Disorder among First Responders and to test those methodologies and instruments through a pilot study that yields statistically valid results. Proposals should explain the method for selecting and targeting survey populations, including how respondents will be screened to identify those who have not experienced significant symptoms of PTSD, as well as those who have successfully managed work-related stress or symptoms of PTSD. A proposal need not contemplate a sample spread across all First Responder job classifications, but should justify the choice of which First Responders to focus on for the pilot study. Proposals should specify the approach to be adopted and the survey populations to be targeted.

The following general guidance on the research plan and tasks is provided:

Year 1: Research approach development and qualitative data collection

Task 1: Develop a research approach, Project Management Plan and draft IRB submission

- Develop a detailed research design, with a clear statement of the population to be sampled, the sampling frame, how the population will be accessed, methods of investigation, hypotheses to be tested and likely independent and dependent variables and an accompanying Project Management Plan and submit to DHS S&T Human Factors / Behavioral Sciences Division for approval. The design should allow
 - the First Responder populations (fire; police; EMT, etc.) sampled to be differentiated according to their relative responsibilities and tasks and the specific stressors they encounter.
 - the identification of factors that might cause job-related stress other than that which is induced from exposure to traumatic events;
 - comparisons among First Responders who capably manage job-related stress and those who experience difficulty;
- The Project Management Plan should address the skills and responsibilities of likely members of the research team, the coordination of research efforts, research quality controls, data control and distribution and other matters thought relevant.
- Complete all material required for IRB submission. Submission to the appropriate IRB and other required approving agencies may occur following approval by HF/BSO.
- The IRB submission shall comply with the requirements contained in DHS MD #026-04, *Protection of Human Subjects*.

Task 2: Conduct literature review and prepare to collect qualitative data.

- Examine current research in PTSD with emphasis on research within the First Responder community and on differences in research methodologies and outcomes in comparative studies in PTSD and traumatic stress across affected vs. non-affected populations.
- Prepare protocol for conducting in-depth, structured interviews, focus group discussions or other methodologies proposed to gather in depth qualitative information.

Task 3: Collect and assemble qualitative data.

- Collect and record in-depth qualitative information from First Responders using personal interviews, focus groups or other suitable, agreed upon methodologies.

- Prepare qualitative data for structured analysis, to include transcription/reduction of the qualitative data gathered from First Responder subjects.
- Prepare draft report of key findings from the qualitative study and submit to HF/BSD for review.
- Prepare report on qualitative study highlighting key findings and matters that should be explored in a follow-up survey.
- Optional with HF/BSD approval: Convene a workshop with professionals in the field to review results of qualitative data collection; advise on designing the survey questionnaire, present original papers and discuss methodologies in PTSD research.

Year 2: Survey construction and administration, quantitative data analysis and report.

Task 4: Build and pre-test the survey instrument.

- Incorporating lessons learned from Year 1 qualitative study, prepare, cognitively test and pilot test a survey questionnaire to collect data suitable for quantitative analysis, including established validated scales measuring personality traits, stress, and emotional health.

Task 5 Within the boundaries imposed by the pilot nature of this study, conduct quantitative data collection and data analysis

- Complete data collection and code data as required
- Conduct descriptive—and to the extent feasible—causal statistical analyses of the survey data
- Compare and contrast findings from qualitative and quantitative approaches.
- Analyze links between outcome variables (e.g., stress levels, emotional health) and potential causal variables (e.g., gender, age, position, work conditions, training, and personal experience to include recent combat experience for veterans)

Task 6: Prepare products for dissemination of findings

- Complete findings report including detailed data analysis for DHS S&T and other relevant stakeholders
- Prepare briefing on research findings and conclusions, including preliminary findings on ways of mitigating First Responder stress.
- Complete draft manuscript(s) for book chapter(s) or journal submission

1.4. Deliverables.

Deliverables under this project will be structured and delivered according to the following schedule, subject to funding mode and the specific research design and approach developed by the selected offeror and presented in the proposal:

Deliverables*			
SOW Task	Deliverable	Major Tasks	Due Date
1,2,3, 4,5,6	Monthly progress report – See section IV Other Contract Details, for required format	<ul style="list-style-type: none"> N/A 	15 th of each month following the month being reported.
1	Documented research plan and Project Management Plan	<ul style="list-style-type: none"> To include draft IRB submission. All plans to be approved by COTR. 	2 months after commencement
2	Literature review, survey questionnaire, and interview protocol	<ul style="list-style-type: none"> Literature review to be provided at 2nd month after commencement. Other deliverables at 6 months. 	Not later than 6 months after commencement
3	Annual progress summary report with transcribed data and qualitative analysis report as specified in Task 3 (above) as appendices. Separately, a report of workshop proceedings if workshop is conducted.	<ul style="list-style-type: none"> Annual progress report to include results of qualitative data collection and other findings, results and reports. 	12 months after commencement
4	Survey instrument for quantitative data collection and analysis.	<ul style="list-style-type: none"> Provide to DHS S&T for approval. 	Not later than 15 months, after commencement
5	Results of quantitative data analysis	<ul style="list-style-type: none"> Report on quantitative data collection to include results of statistical analysis 	Not later than 22 months after commencement
6	Final report summarizing results to include full data analysis with Task 6 deliverables (above) as appendices.	<ul style="list-style-type: none"> Includes drafts of proposed journal articles or other publishable reports. 	23 months after commencement
*Note: Deliverables and due dates associated with tasks 4, 5, and 6 are not applicable unless the Government exercises the option year (Project Year 2) during which performance of tasks 4, 5, and 6 may take place.			

2. General Information.

2.1 Introduction.

This solicitation is a Broad Agency Announcement (BAA) issued pursuant to Federal Acquisition Regulation (FAR) Subpart 6.102(d)(2) and FAR 35.016 which provides for the competitive selection of research proposals. Awards based on responses to this BAA are considered to be the result of full and open competition, and in full compliance with the provisions of Public Law (PL) 98-369, “The Competition in Contracting Act of 1984.” Awards under this BAA are planned in Fiscal Year (FY) 2010. The award may take the form of a grant, a cooperative agreement, a contract or other mechanism, as appropriate. No award will be made until appropriated funds are available from which payment for contract purposes can be made.

2.2 Agency Name.

U. S. Department of Homeland Security
Science and Technology Directorate
Human Factors / Behavioral Science Division
Washington DC 20528

2.3 Research Opportunity Title.

“First Responder Coping Mechanisms for PTSD” Project.

2.4 Research Opportunity Number.

BAA 10-18.

2.5 Solicitation and Response Approach.

The DHS-S&T will not issue paper copies of this announcement. DHS-S&T reserves the right to select for award and fund all, some, or none of the Full Proposals received in response to this solicitation. No funding for direct reimbursement of proposal development costs will be allowed. Technical and Cost Proposals (or any other material) submitted in response to this BAA will not be returned. However, depending on the markings on the proposal, DHS-S&T will adhere to FAR policy on handling source selection information and proprietary proposals. It is the policy of DHS-S&T to treat all proposals as sensitive competitive information and to disclose their contents only for the purposes of evaluation. Offerors are to provide unclassified proposals. Documents containing sensitive information that is not suitable for uncontrolled public dissemination should be marked accordingly.

In the event an Offeror or subcontractor is a Federally Funded Research and Development Center (FFRDC), Department of Energy National Laboratory, or other Federally funded entity, DHS S&T will work with the appropriate sponsoring agency to issue an interagency agreement pursuant to the Economy Act (31 U.S.C. 1531) or other

appropriate authority. Therefore, the applicable laws and regulations governing the legal vehicle used for award will depend on the legal vehicle chosen by DHS-S&T. In this regard, Offerors should propose a preferred vehicle type for DHS-S&T to consider for award.

2.6 Submission Deadline.

Full Proposals are due Friday, 30 July 2010 (4:00 pm EST).

Full Proposals are limited to 45 pages excluding the Formal Transmittal Letter, Cover Page, Table of Contents, Resumes, and Cost/Price Submission.

2.7 Application and Submission Information.

Any organization that wishes to participate in this solicitation must register at: <https://baa.st.dhs.gov>. It is encouraged that registration be completed one week prior to the submission deadline. To ensure full consideration in these programs, registration in the <https://baa.st.dhs.gov> website, described later in this document, requires the appropriate business type selection as well as accurate up-to-date information. All data uploaded to <https://baa.st.dhs.gov> is protected from public view or download. All submissions will be considered proprietary/source selection sensitive and protected accordingly. Documents may only be reviewed by the registrant, authorized Government representatives, and assigned Federal evaluators. Offerors submitting proprietary information should specifically mark or identify any information they perceive is proprietary for which they seek added protection.

To begin the process, go to <https://baa.st.dhs.gov>, and select BAA 10-18 from the list on the left side of the screen. Select the “Submit Proposal” link, and buttons for registration and submission will appear. Select the appropriate registration button and fill in the required fields. Once the registration process is complete, registrants should receive a control identification number via e-mail. This control number is needed to begin the proposal submission process. To submit your proposal, select the appropriate submission button, fill out the requested fields, upload your files, and then submit. Offerors will receive confirmation of their submission via e-mail. You may revise your proposal submission up until the deadline for proposal submission. No Classified Proposals (or portions of proposals) will be accepted.

2.8 Inquiries.

Submit any questions concerning this BAA to BAA10-18@dhs.gov. Answers to all questions will be posted on the FedBizOpps website (<https://www.fbo.gov>), and subsequently to: <https://baa.st.dhs.gov>. *Questions should be submitted within the first two weeks after the BAA is posted on FedBizOpps.* After this cut-off date, an amendment to the announcement will be published on the two websites with the Q&As. All

contractual and technical questions regarding this BAA, including the published requirements and instructions, must be directed to the Contracting Officer through the BAA mailbox: BAA10-18@hq.dhs.gov. The program office and technical staff will not acknowledge nor respond to any inquiries received in any other manner concerning this BAA.

2.9 Schedule of Events.

DHS-S&T plans to review Full Proposals in accordance with the Schedule of Events set forth in the table in this section. A Review Panel will evaluate Full Proposals using the evaluation factors set forth herein. Following the review, Offerors will be notified whether or not their Proposal has been selected for funding. Proposals will be assessed and competitively selected as noted below. The Government reserves the right to fund none, some, or all of the proposals received. It is the intention upon completion of the proposal evaluation to notify Offerors of an initiation of negotiation for awards or rejection of their proposal. Feedback will be given to Offerors receiving rejection notices if a request for feedback is submitted within three (3) calendar days of receiving notice. Awards will be made based on the evaluation, funds availability, and other programmatic considerations.

Date	Event
Friday, 30 July 2010.	Submission Deadline for Full Proposals.
Friday, 27 September 2010.	Announcement of Selection(s).

2.10 Funding.

Although subject to official fiscal appropriation and availability, it is anticipated that the Science and Technology Directorate will have approximately \$440,000.00 for awards under this BAA (\$220,000 for Year 1, and \$220,000 for optional Year 2). DHS-S&T expects to make one award subject to the availability of funding at the sole discretion of the government.

2.11 Eligibility Information.

This BAA is open to all responsible sources.

Offerors may include single entities or teams from academia, private sector organizations, and Federally Funded Research and Development Centers (FFRDCs)..

Federally Funded Research & Development Centers.

FFRDCs, including Department of Energy National Laboratories and Centers, are eligible to respond to this BAA individually or as a team member of an eligible principal Offeror, so long as they are permitted under a sponsoring agreement between the Government and the specific FFRDC.

Non-profit Organizations, Educational Institutions, and Small Business Set Aside.

The Government encourages non-profit organizations, educational institutions, small businesses, small disadvantaged business (SDB) concerns, Historically Black Colleges and Universities (HBCU)/ Minority Institutions (MI) (HBCU/MIs), women-owned businesses (WB), and Historically Underutilized Business (HUB) zone enterprises as well as large businesses, academic institutions, and Government laboratories to submit research proposals for consideration and/or to join others in submitting proposals; however, no portion of the BAA will be set aside for these special entities pursuant to FAR Subpart 19.502-2, because of the impracticality of reserving discrete or severable areas of research and development in any specific requirement area.

3. Specification Requirements.

3.1. Project Deliverables.

The Offeror shall provide the following deliverables in addition to those specified in Section 1.3:

Monthly Progress Reports. These reports, due by the 5th of each month, will provide a brief overview of the project progress over the course of the preceding month, plans for the following month, any technical or contractual issues for the project, and summary of project costs incurred to date.

- a) Summary of progress during the reporting period (including any significant technical information).
- b) Unanticipated technical or management problems of significance.
- c) Problems anticipated in future reporting periods.
- d) Summary of important meetings, briefings, trips and conferences during the period of the report and those planned in the following period.

All reports shall be submitted to the COTR electronically.

3.2. Project Duration.

The Period of Performance for this project includes a 12 month base period and one (1) 12 month option period.

4. Required Format for Full Proposal.

Full Proposals WILL NOT BE ACCEPTED after the submittal due date. Proposals that exceed the page limitations will not have the extra pages reviewed, which may affect the proposal rating.

Offerors should provide concise proposals to meet the objectives as stated in this Broad Agency Announcement. The proposal shall consist of three volumes:

Volume I: Technical.

Volume II: Team Expertise/Past Performance.

Volume III: Cost/Price.

The Offeror must number the pages and display each volume (Technical, Team Expertise/Past Performance, and Cost/Price) under separate tabs.

Each volume shall follow these guidelines:

- 8.5 X 11 inch size paper.
- 1 inch margins.
- Single or double spaced.
- Times New Roman Font-12 point.
- Copies – A proposal shall consist of one electronic file for the Technical and Team Expertise/Past Performance volumes and one electronic file for the Cost/Price volume. Electronic files will be in portable document format (PDF), readable by IBM-compatible PCs. Each file size must be no more than 10 MB.

Volume I – Technical.

Volume I of the Full Proposal shall be in the form of a Technical Proposal.

Responsiveness to the order and content of sections listed in Volume I is important to ensure thorough and fair evaluation of proposals. Non-conforming proposals may be rejected without review. In particular, the Technical Proposal must cover the following points in full detail:

- Official Transmittal Letter. This is an official transmittal letter with authorizing official signature. For an electronic submission, the letter can be scanned into the electronic proposal. The letter of transmittal shall state whether this proposal has been submitted to another government agency, other than DHS S&T, and if so, which one and when.
- Cover Page. This should include the words “Technical Proposal” and the following:
 - 1) BAA number;
 - 2) Title of Proposal;
 - 3) Identity of prime Offeror and complete list of team members and/or subcontractors, as applicable;
 - 4) Technical contact (name, address, phone/fax, electronic mail address);
 - 5) Administrative/business contact (name, address, phone/fax, electronic mail address); and
 - 6) Duration of effort (separately identify the basic effort and any options).
- Table of Contents.

- Executive Summary. Summarize the Proposal and the expected benefits of the solution.
- Proposal. Describe the proposed work and the associated technical and management issues.

This volume of the proposal shall not exceed 30 pages in length. The first page should contain a brief summary of the proposed system. The technical proposal shall describe a technical and management approach for conducting research on PTSD in the First Responder community. The proposed approach must address the following project aspects:

- *Ability of proposed work to meet the program goals.* This section should describe 1) the overall methodology and how it will meet the required and desired attributes and functionality specified in Section 1.2.;
- *Detailed technical descriptions and approach.* This is the centerpiece of the proposal and at a minimum should describe the proposed objectives, methodology, and research approach, and include a selective review of the substantive literature that will inform the project. Anticipated limitations on the research approach or potential results given the funding level for this project should also be addressed.
- *Statement of Work (SOW), Schedule, Tasks, and Milestones.* Provide a comprehensive schedule for the proposed work, justifying any deviations from the suggested schedule in section 1.2, including major and subordinate tasks and milestones. The section for the schedule, tasks, and milestones should be in a separate section and clearly marked. Detailed task information is required and milestones will clearly identify major decision points during the course of the project. It is important to note that the statement of work submitted in the proposal will be used for the initiation of contract negotiations for selected proposals. Accordingly, the draft statement of work must be non-proprietary and not include any classified information.
- *Deliverables.* Provide a detailed list, schedule for delivery, and description of all deliverables proposed under this effort, including computer software or other intellectual property, and reports consistent with the objectives of the work involved and as specified in the requirements. The following section must be severable (i.e., it must begin on a new page). It is anticipated that the proposed detailed list and description of all deliverables will be incorporated into the statement of work upon award.
- *Management Plan.* Provide a summary of the management plan, including an explicit description of what role each participant or team member will play in the project, and their past experience in the technical areas related to this proposal and complexity of project managed. Describe which portions of the effort will be subcontracted, if any.
- *Risk Mitigation Plan.* Describe the anticipated technical and programmatic risks inherent in the proposed technical approach, including human performance risks, in tabular form (i.e., Risk or Shortfall, Planned Mitigation, Risk Level, Alternative Approach).

- *Facilities.* Describe key facilities that will be used in the proposed effort, if any. Delineate between classified and unclassified facilities.
- *Requirements for Government-furnished Resources (GFR).* Provide a brief summary of required hardware, information, and data which must be provided by the Government to support the proposed work, if any.
- *Assertion of Data Rights.* Include here a summary of any assertions to any technical data or computer software that will be developed or delivered under any resultant award. This includes any assertions to pre-existing results, prototypes, or systems supporting and/or necessary for the use of the research, results, and/or prototype. Any rights asserted in other parts of the proposal that would impact the rights in this section must be cross-referenced. If less than unlimited rights in any data delivered under the resultant award are asserted, the Offeror must explain how these rights in the data will affect its ability to deliver research data, subsystems, and toolkits for integration as set forth below. Additionally, the Offeror must explain how the program goals are achievable in light of these proprietary and/or restrictive limitations. If there are no claims of proprietary rights in pre-existing data, this section shall consist of a statement to that effect.

Proposals submitted in response to this solicitation shall identify all technical data or computer software that the Offeror asserts will be furnished to the Government with restrictions on access, use, modification, reproduction, release, performance, display, or disclosure. Offeror's pre-award identification shall be submitted as an attachment to its offer and shall contain the following information:

- 1) *Statement of Assertion.* Include the following statement: "The Offeror asserts for itself, or the persons identified below, that the Government's rights to access, use, modify, reproduce, release, perform, display, or disclose only the following technical data or computer software should be restricted."
- 2) *Identification of the technical data or computer software to be furnished with restrictions.* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process as specifically as possible (e.g., by referencing specific sections of the proposal or specific technology or components). For computer software or computer software documentation, identify the software or documentation by specific name or module or item number.
- 3) *Detailed description of the asserted restrictions.* For each of the technical data or computer software identified above in paragraph 2), identify the following information:
 - i) Asserted rights. Identify the asserted rights for the technical data or computer software.
 - ii) Copies of negotiated, commercial, and other non-standard licenses. Offeror shall attach to its offer for each listed item copies of all proposed negotiated license(s), Offeror's standard commercial license(s), and any other asserted restrictions other than Government purpose rights; limited rights; restricted rights; rights under prior government contracts, including

SBIR data rights for which the protection period has not expired; or government's minimum rights.

iii) Specific basis for assertion. Identify the specific basis for the assertion. For example:

a) Development at private expense, either exclusively or partially. For technical data, development refers to development of the item, component, or process to which the data pertains. For computer software, development refers to the development of the software. Indicate whether development was accomplished exclusively or partially at private expense.

b) Rights under a prior government contract, including small business innovative research (SBIR) data rights for which the protection period has not expired.

c) Standard commercial license customarily provided the public.

d) Negotiated license rights.

iv) Entity asserting restrictions. Identify the corporation, partnership, individual, or other person, as appropriate, asserting the restrictions.

4) *Previously delivered technical data or computer software.* The Offeror shall identify the technical data or computer software that are identical or substantially similar to technical data or computer software that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The Offeror need not identify commercial technical data or computer software delivered subject to a standard commercial license.

5) *Estimated cost of development.* The estimated cost of development for the technical data or computer software to be delivered with less than unlimited rights.

6) *Supplemental information.* When requested by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate the Offeror's assertions. Sufficient information must include, but is not limited to, the following:

i) The contract number under which the data or software were produced;

ii) The name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

iii) Identification of the expiration date for any limitations on the Government's rights to access, use, modify, reproduce, release, perform, display, or disclose the data or software, when applicable.

Ineligibility for award. An Offeror's failure to submit or complete the identifications and assertions required by this provision with its offer may render the offer ineligible for award.

Volume II: Team Expertise/Past Performance.

This volume shall not exceed 15 pages, excluding biographies and/or curricula vitae. The Team Expertise/Past Performance Volume shall provide qualifications and past performance information for your company (and/or its predecessor, if applicable) and

any proposed subcontractors (if used for over 15% of the work by dollar volume) that demonstrates the capability to perform the proposed work.

The Team Expertise/Past Performance Volume shall include the following:

- Experience of Key Personnel. The PM shall be a full-time employee of the prime Contractor or grantee at the time of award.
- Complete biographies and/or curricula vitae of all performers are to be submitted with the proposals demonstrating the professional knowledge and experience identified in section 1.2.
- Past Experience. Provide a list of no more than 5 same or similar contracts, delivery/ purchase/task orders, and/or subcontracts (hereafter referred to as "contracts") completed during the past 6 years or currently in process or in the case of grant applicants related research under grants or contracts. Similar contracts listed may include any contract entered into with the Federal Government, agencies of state and local governments, and commercial customers. Offerors that are newly-formed entities without prior similar contracts shall associate proposed personnel with similar current or completed contracts. Include the following information for each contract:
 - Name of Contracting Activity.
 - Contract Number.
 - Contract Type.
 - Total Contract Value.
 - Description of Contract Work.
 - Contracting Officer's Name and E-mail Address.
 - Contracting Officer's Technical Representative's Name and E-mail Address.
 - List of First-Tier Subcontractors.

Volume III: Cost/Price.

There is no page limitation for this volume. The Cost/Price Volume shall include the following information, each of which must be distinct and separable:

- For the award, identify your company's labor categories required to perform the work and the associated labor rate that your company is proposing for each labor category. For each labor category identified, provide the minimum education and experience requirements for personnel in that category.
- Provide any vendor quotes for subcontracts and materials to conduct the work proposed for this effort. The quote shall include the labor categories required to conduct the effort, total hours allocated to each labor category, travel, and other indirect costs.
- Provide your cost proposal based on the tasks and cost elements outlined in this BAA.

The Cost Proposal shall consist of a cover page and two parts, Part 1 and Part 2. Part 1 will provide a detailed cost breakdown of all costs by cost category and Part 2 will

provide a Cost breakdown by task/sub-task using the same task numbers in the Statement of Work. The Option Period must be separately priced.

Cover Page. The use of the SF 1411 is optional. The words “Cost Proposal” should appear on the cover page in addition to the following information:

- RFP number;
- Title of Proposal;
- Identity of prime Offeror and complete list of subcontractors, if applicable;
- Technical contact (name, address, phone/fax, electronic mail address)
- Administrative/business contact (name, address, phone/fax, electronic mail address) and;
- Duration of effort (separately price out the basic effort and any options)

Part 1. Detailed breakdown of all costs by cost category. The Offeror should provide a total estimated price for major demonstrations and other activities associated with the program, including cost sharing, if any. The Offeror should state whether any Independent Research and Development (IR&D) program is or will be dedicated to this effort, or if IR&D is being pursued to benefit related programs as well. Any cost sharing estimates should include the type of cost share, i.e. cash or in-kind. If in-kind is proposed, the Offeror should provide a discussion of how the cost share was valued.

- Direct Labor – Individual labor category or person, with associated labor hours and unburdened direct labor rates;
- Indirect Costs – Fringe Benefits, Overhead, G&A, etc. (Must show allocation base and rate/percentage)
- Travel – Number of trips, destinations, durations, etc.
- Subcontracts – A cost proposal as detailed as the Offeror’s cost proposal will be required to be submitted by the subcontractor. The subcontractor’s cost proposal can be provided in a sealed envelope with the Offeror’s cost proposal or will be requested from the subcontractor at a later date;
- Consultants – Provide consultant agreement or other document which verifies the proposed loaded daily/hourly rate;
- Materials - Should be specifically itemized with costs or estimated costs. Where possible, indicate purchasing method (competition, engineering estimate, historical data, market survey, etc.)
- Other Directs Costs - Any proposed items including supplies or materials. Equipment and facilities generally must be furnished by the contractor/recipient. Justifications must be provided when Government funding for such items is sought.
- Fee/Profit - including fee percentage.

Part 2. Cost breakdown by task or sub-task using the same task numbers as in the Statement of Work and non-cost volumes.

The Cost Proposal should be consistent with your proposed Statement of Work. Activities such as demonstrations required to reduce the various technical risks should be identified in the Statement of Work and reflected in the Cost Volume.

5. Evaluation and Award.

5.1 Proposal Screening Process.

After submission, proposals will be screened to determine if all the requirements of this BAA have been met. Those which do not satisfy all the BAA requirements will not be considered for award. Disqualifying items also include:

- Late submissions
- Incomplete submissions

5.2. Evaluation Team.

All properly-submitted Full Proposals that conform to the BAA requirements will be evaluated by a review team comprised of Government technical evaluators drawn from staff within DHS S&T and other Federal agencies. All Government personnel are bound by public law to protect proprietary information.

Contractor Support Personnel. The Government may use selected support contractor personnel to assist as technical advisors during the evaluation process and to support administrative functions pertaining to the receipt and evaluation of any ensuing presentations and proposals resulting from this announcement. Contract personnel who provide support (administrative and advisory) to the panel and who have access to proposals at any stage will be bound by appropriate non-disclosure agreements to protect proprietary and source-selection information and shall certify that they have no financial interest in any submissions. They will not be permitted to release any source-selection information to third parties, including others in their organization. Submissions and information received in response to this BAA constitute permission to disclose that information to such certified evaluators under these conditions.

5.3 Evaluation Factors.

Offerors must submit their proposal electronically to the BAA website previously cited. *DHS-S&T will evaluate the proposals through an independent scientific and technical review based upon the first two non-cost factors, listed in descending relative order of importance: 1) Technical; 2) Team Expertise/Past Performance; and 3) Cost/Price.* Evaluation of Full Proposals will be based on an assessment of the proposed solutions which are most advantageous to the Government based on the stated evaluation factors. Awards will be made based upon Full Proposal evaluation, funds availability, and other programmatic considerations, including awards to lesser rated proposals where alternative approaches and technologies are deemed to be more technically advantageous. The Source Selection Authority retains the right to accept any or none of the proposals submitted.

a) Technical.

DHS S&T will evaluate the Offeror's technical and management approach to the effort based on the Offeror's proposed research design and methodology. All the following items will be taken into consideration in evaluating the Offeror's technical response:

- The degree of innovation and potential to offer a revolutionary increase in understanding about the sources, impact and mitigating factors for PTSD and trauma-related stress.
- Technical approach to meeting the project requirements outlined in Section 3 supported by previous research, analysis and familiarity with relevant methodologies and literature. Preference will be given to approaches that offer the greatest potential for laying groundwork for follow on research and for immediate benefit from what will be learned across the widest audience of agencies or end-users.
- DHS-S&T will evaluate the Offeror's proposed schedule to determine if it is reasonable and realistic for executing the proposed work.
- Complete risk assessment and mitigation plan.
- Management plan.
- Adequate facilities for proposed effort.
- Additional capabilities beyond the threshold requirements.

b) Team Expertise/Past Performance.

DHS-S&T will evaluate the Offeror's qualifications based on a demonstrated capability to perform the proposed work including the following:

- Experience of proposed teaming partners,
- Products of past contracts and/or grants related to whole solutions and functional areas, and
- Biographies and/or curriculum vitae (CVs) for each of the key personnel. This documentation does not count toward the page count limitation.

c) Cost/Price.

DHS S&T will evaluate the Offeror's proposed Cost/Price to determine if the proposed cost/price, labor categories, and associated labor rates are reasonable and realistic for executing the proposed work. Include quotes or the basis of estimate for parts, equipment, and materials. Summarize the projected total costs for each task in the initial period of performance and any proposed option years of the effort, including a summary of subcontracts, man hours, and consumables.

5.4 Clarification of Proposals.

To assist in the examination process, minor points of clarification may be requested with regard to submitted proposals (e.g. details of the proposed solution). These requests will be coordinated with the Offeror by the Contracting Officer.

5.5 Amendments to the Broad Agency Announcement.

Any amendment(s) to this BAA will be posted on the solicitation website and on FedBizOpps (<https://www.fbo.gov>) and the BAA website.

5.6 Amended Proposals.

The Offeror may submit an amended proposal before the due date. Such amended proposals must be complete replacements for previously submitted proposals and must be clearly identified as such. The Government will not merge, collate, or assemble any proposal materials.

5.7 Offeror's Rights to Withdraw Proposal.

The Offeror can withdraw its proposal at any time prior to the deadline for receipt of proposals. The Offeror must submit a Written Withdrawal Request, signed by an authorized representative and addressed to the Contracting Officer via the BAA website.

6. Additional Information.

6.1 Organizational Conflict of Interest.

Organizational Conflict of Interest issues will be evaluated on a case-by-case basis, as outlined below. Offerors who have existing contract(s) to provide scientific, engineering, technical and/or administrative support directly to the DHS S&T Directorate will receive particular scrutiny.

a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more Offerors with the potential to attain an unfair competitive advantage.

b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the Offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the Offeror and include the appropriate provisions to mitigate or avoid such conflict in the contract awarded. After discussion with the Offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated, or otherwise resolved to the satisfaction of the Government, and the Offeror may be found ineligible for award.

c) Disclosure: The Offeror must represent, as part of its proposal and to the best of its knowledge that: 1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract; or 2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included the mitigation plan in accordance with paragraph (d) of this provision.

d) Mitigation/Waiver. If an Offeror with a potential or actual conflict of interest or unfair competitive advantage believes it can be mitigated, neutralized, or

avoided, the Offeror shall submit a mitigation plan to the Contracting Officer for review. Award of a contract or grant where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan.

e) Other Relevant Information. In addition to the mitigation plan, the Contracting Officer may require further relevant information from the Offeror. The Contracting Officer will use all information submitted by the Offeror, and any other relevant information known to DHS, to determine whether an award to the Offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

f) Corporation Change. The successful Offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision.

g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

6.2 SAFETY Act.

As part of the Homeland Security Act of 2002, Congress enacted the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002 (the “SAFETY Act”). The SAFETY Act puts limitations on the potential liability of firms that develop and provide qualified anti-terrorism technologies. DHS S&T, acting through its Office of SAFETY Act Implementation (OSAI), encourages the development and deployment of anti-terrorism technologies by making available the SAFETY Act’s system of “risk management” and “liability management.” Offerors submitting proposals in response to this BAA are encouraged to submit SAFETY Act applications for their existing technologies. They are invited to contact OSAI for more information, at 1-866-788-9318 or helpdesk@safetyact.gov. They also can visit OSAI’s Web site at www.safetyact.gov.

6.3 Government-furnished Property.

The Government may provide government-furnished equipment (GFE), resources (GFR), information (GFI), or services (GFS) under the terms of each negotiated contract or agreement. GFE, GFR, GFI, or GFS requested by an Offeror must be factored into the Offeror’s project cost. Each Offeror must provide a very specific description of any equipment or hardware it needs to acquire to perform the work. This description should indicate whether or not each particular piece of equipment or hardware will be included as part of a deliverable item under the resulting award.

In addition, this description should identify the component, nomenclature, and configuration of the equipment or hardware that it proposes to purchase for this effort. The Government wants to have the contractor purchase the equipment or hardware for deliverable items under its contract. It will evaluate case-by-case the purchase, on a direct reimbursement basis, of special test equipment or other equipment not included in

a deliverable item. Maximum use of Government integration, test, and experiment facilities is encouraged in each of the Offeror's proposals.

Government research facilities may be available, and should be considered as potential GFE. These facilities and resources are of high value, and some are in constant demand by multiple programs. The use of these facilities and resources will be negotiated as the program unfolds. Offerors should explain which of these facilities they recommend and why.

6.4 Information for Full Proposal Respondents.

This BAA is for planning purposes only. It will not be construed as an obligation on the part of the Government to acquire any products or services. No entitlement to payment of direct or indirect costs or charges by the Government will arise as a result of submission of responses to this BAA and the Government's use of such information. Respondents to this BAA may be requested to provide additional information based on their submittals. Unnecessarily elaborate responses containing extensive marketing materials are not desired.

6.5 Solicitation Provisions

FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation (July 2009).

(a) *Definition.* — “Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

(b) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(c) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

FAR 52.222-54 Employment Eligibility Verification (Jan 2009).

(a) *Definitions.* As used in this clause—

—Commercially available off-the-shelf (COTS) item ☐—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), —bulk cargo□ means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

—Employee assigned to the contract□ means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

—Subcontract□ means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

—Subcontractor□ means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

—United States,□ as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program; (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) *Is for—*

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of Clause)

FAR 52.227-17 Rights in Data – Special Works

(a) *Definitions.* As used in this clause--

—Data□ means recorded information, regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

—Unlimited rights□ means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of Rights.*

(1) The Government shall have—

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright. (ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) *Copyright—*

(1) *Data first produced in the performance of this contract.*

(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of Clause)